

RECEIVED
10/26/18

[Signature]

DATE: 10/23/18
TO: Shay Little, Ph.D., Vice President for Student Affairs
FROM: Meghan Factor-Page
RE: **Request for Contract Approval**

In accordance with Administrative policy 3342-5-04.1 regarding contract administration (<http://www.kent.edu/policyreg/administrative-policy-contract-administration>), the attached contract or agreement is for:

Name of contracting department: Center for Student Involvement

Department Index Contract will be paid from: 220584-Programming

Contracting signatory: Cesquinn M. Curtis, Assistant Vice President, Student Affairs

Name of non-university contracting party: Riley Entertainment Inc.

Effective date of contract: November 25, 2018

Date of termination (or term of contract): November 25, 2018

Brief description of services/goods procured by the contract or, if not a purchasing contract, the nature of the agreement:

John Mulaney Comedy Show; MACC location

With the signing and submittal of this request, **I certify that this contract is valid and the contract has been approved by the Office of General Counsel.** Any necessary changes have been made and initialed by the appropriate representative.

Meghan Factor-Page

Requester's Printed Name

Meghan A Factor-Page

Requester's Signature

10/25/18

Date

As department director, I have reviewed the contract(s) or agreement(s) and attest to its validity.

Eric Daniels

Department Director's Printed Name

Eric Daniels

Department Director's Signature

10/25/18

Date

Once all contracting parties, university and non-university, have signed, please forward an electronic copy of the full contract along with a bio and/or background information for the person(s), performer(s) or service provider(s) (including the website and any additional resource information) with this cover page to Tim Coyne (tcoyne1@kent.edu).

Attachment(s)

* Cesquinn approves all contracts up to or equal to \$100,000.00

* Shay approves all contracts exceeding \$100,000.00



11 Madison Avenue
18th Floor
New York, NY 10010
USA
Phone: +1 212-903-1187
email: HILL@wmeentertainment.com

JOHN MULANEY

RILEY ENTERTAINMENT, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 24 Sep 2018 between RILEY ENTERTAINMENT, INC. (hereinafter referred to as "PRODUCER") furnishing the services of JOHN MULANEY (hereinafter referred to as "ARTIST") and KENT STATE UNIVERSITY/Meghan Factor-Page (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

MEMORIAL ATHLETIC AND CONVOCATION CENTER - KENT STATE UNIVERSITY
1025 Risman Drive
Kent, OH 44242
USA

2. DATE(S) OF ENGAGEMENT:

Sun 25 Nov 2018

a. Number of Shows:

1

b. Show Schedule(s):

TBA: Load-In: Per Advance

TBA: Sound Check: Per Advance

07:00 PM: Doors

08:00 PM: Show Time

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

\$150,000.00 USD (One Hundred Fifty Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

Production Contact:

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation:
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

All payments less deposit MUST be made out to Riley Entertainment, Inc.

80/20
split

Any and all box office and/or credit card "commissions" reflected in the final settlement will only be in relation to ticket sales onsite at the venue box office and not reflect any sales by a 3rd party ticketing system (i.e. ticketmaster, livenation ticketing) without the written authorization of the artist's agent." If Purchaser charges more than the agreed upon ticket price stated on the face of this contract, or admits more patrons into room than agreed upon capacity, the Artist will receive 100% of the difference between the contract price and amount of actual ticket charge and/or Artist will receive 100% of the difference the contracted capacity and the actual amount of guests admitted. Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. Contract is not binding until signed by artist. Artist gets 40% of all merchandising sold and any venue precedent or policy on a merch split must be agreed to in advance or Artist reserves the right to void this contract. Purchaser agrees to provide and pay for High Quality Sound and Lights to meet with Artist's specifications and approval. Ticket links must be compatible with all mobile devices. All tickets must be sold as BEST AVAILABLE. Purchaser to provide DAILY ticket counts. No other merchandise except for the Artist's may be sold at the venue night of show without Artist's approval. Purchaser agrees that the final sales totals of this engagement will not be shared with any party besides the venue and the artists and/or artist's reps. Purchaser understands and takes full accountability that this show will NOT be reported by promoter, venue or any other party to "industry trade magazines (i.e. Pollstar, Celebrity Access, etc.) without written approval from the artist's agent. Box office must be built based upon box office set up sheet. ****FIRST FIVE ROWS MAY NOT BE RELEASED UNTIL SIX HOURS AFTER THE ON SALE**** Artist will ONLY play ASCAP catalogued (David Bowie) songs while crowd is entering the venue. No other music is to be played whatsoever night of show. If venue or promoter chooses to or mistakenly plays any other music which is a part of any other organization then they will be responsible for paying the fee. It will not come out of the settlement. Therefore, we will ONLY pay ASCAP (and no other orgs) on our settlements. Purchaser shall provide a pre-settlement day of show and final settlement immediately following the performance to be sent to Cara Nordberg and Mike Berkowitz. Contract is due thirty (30) days prior to show date, unless otherwise specified.

Buyer signed contract and 50% deposit is due one week after contract is issued. Artist representative MUST be made aware if venue does not have temperature regulations.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. ~~DEPOSIT in the amount of \$575,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (Due one week after contract is issued.)~~

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Hillary Robbie
11 Madison Avenue
18th Floor
New York, NY 10010
USA

OR via bank wire as follows

[Redacted Bank Information]

Account Name [Redacted]
Account Number [Redacted]
ABA Number [Redacted]
SWIFT [Redacted]
ORG: Kent State University / REF: John Mulaney / Nov 25, 2018
WME booking code [Redacted]

Please be sure to specify the following to avoid confusion and/or misapplication of funds, your company name (as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than conclusion of the Engagement

c. Earned percentages, averages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or averages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCHOLR	OTHER	NET PRICE	GROSS POT.
Sun 23 Nov 18 @ PM	1,500 (other)	\$40.00	0	0	1,500								\$40.00	\$60,000.00
	3,000 (other)	\$30.00	0	0	3,000								\$30.00	\$90,000.00
	4,500		0	0	4,500									\$150,000.00

SCALING NOTES

Scaling Floor 1,500 @ \$40.00 Bowl 3,000 @ \$30.00 Tickets will go on Pre-Sale for students only, remaining tickets will go on sale to the public as GA for \$50.00

ADJUSTED GROSS POTENTIAL:	\$150,000.00
TAX	
NET POTENTIAL:	\$150,000.00

12. EXPENSES:

N/A

13. MERCHANDISING:

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By

KENT STATE UNIVERSITY

Meghan Foster Page
227 Student Center
Center for Student
Involvement Kent,
OH 44242 USA

Gray Daus Little, Ph.D.
Vice President for
Student Affairs

By

REMY ENTERTAINMENT, INC
Fed ID 45-3235034

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above, Attention: Robbie

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) ~~PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.~~
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event, and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel, embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts), fires; explosions, floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

II. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

80/20 Producer/Purchaser split of merch

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out-of-pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out-of-pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

\$1M per occurrence/\$3M aggregate

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence, and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

Addendum A is incorporated herein.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

~~In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.~~

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs, or (v) any other person or entity, if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in New York County in the State of New York in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in New York County in the State of New York and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

ADDENDUM A

Both parties understand this agreement and any related records may be subject to release under the Ohio Public Records Act codified at Ohio Rev. Code 149.43. The party claiming a trade secret (as defined at Ohio Rev. Code Chapter 1333), has the burden of proving such in any subsequent action, and preventing the release of the trade secret in the event of a public record request for a record containing such information. Disclosure of records pursuant to the Ohio Public Records law is not considered a breach of this agreement.

To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees only to be responsible for certain claims with respect to that party's role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

The parties agree to remain silent on choice of law, venue, and jurisdiction.

JOHN MULANEY (Riley Entertainment Inc.) RIDER

Purchaser shall provide a pre-settlement day of show and final settlement immediately following the performance to be sent to Cara Fletcher –
cfletcher@wmeentertainment.com and Mike Berkowitz –
mberkowitz@wmeentertainment.com

All payments less deposit should be sent via trackable mail to the below address:

ML Management
Attn: Carlos Rodrigues
250 W 57TH ST
26TH FLOOR, PENTHOUSE
NEW YORK, NY 10107-0001

1. DRESSING ROOM

- A- Purchaser to furnish one clean, well-lit, well ventilated, capable of being locked, star dressing room with full-length mirror and comfortable furniture for exclusive use of Artist.
- B- Purchaser shall provide: six (6) bottles of water (No Dasani/Aquafina/mini bottles), room temperature, and six (6) cans of coke refrigerated. Next to stage, please place a water jug and 6 tall glasses.
- C- Purchaser shall provide: a tea and hot water set up with one (1) clean, electric tea kettle [NOT a carafe, coffee pot or pot that has ever brewed coffee] or similar device for boiling water in dressing room. Teas: Throat Coat, also honey, and a lemon with knife to cut. Also provide spoons and 4 mugs appropriate for tea.
- D- Purchaser shall provide: apples, bananas. Knife to cut apples.
- E- Purchaser shall provide a Nutribullet, Vitamix, or blender with a bag of frozen blueberries, almond milk and a box of mixed greens (Spinach, kale etc.)
- F- One loaf of whole wheat sliced bread (organic or best quality) and one jar of creamy organic or all natural peanut butter.
- G- One pack of organic/high end turkey slices for a sandwich.
- H- Purchaser shall provide one clothing steamer for Artist's use in dressing room.
- I- Purchaser shall provide: several sheets of plain white paper, and one (1) black sharpie marker in the dressing room.
- J- Wifi Information with username/password written down and clearly posted on the dressing room wall upon arrival.

2. SECURITY

- A- All patrons entering the building MUST walk through a metal detector. If walk through metal detectors are not available, hand held metal detectors MUST be used.
- B- A deep and thorough 100% bag check is required for all patrons entering the building.

3. ACCOMMODATIONS

- ~~A- Purchaser agrees to provide and pay for one (1) bedroom suite for a minimum of two (2) nights (to include the night prior to and the night of performance) for concert and convention engagements and the duration of extended play engagements.~~
- ~~B- Accommodations will be in first class hotels such as Embassy Suites, Starwood, W Hotels, Doubletree, Hilton, Marriott, or Sheraton hotels to be approved by management. Absolutely NO 2 or 3 star hotels: ie: Holiday Inn, Ramada Inn, Comfort Inns, Motel 8, etc.~~

4. LIGHTS, SOUND & STAGE EQUIPMENT

- A- No bars open inside theater when John is performing. Lobby bars may remain open for the duration of the show
- B- Artist will ONLY play ASCAP catalogued (David Bowie) songs while crowd is entering the venue. No other music is to be played whatsoever night of show. If venue or promoter chooses to or mistakenly plays any other music which is a part of any other organization then they will be responsible for paying the fee. It will not come out of the settlement. Therefore, we will ONLY pay ASCAP (and no other orgs) on our settlements
- C- An adequate sound system consisting of two (2) WIRED microphones (one for back-up) either Shure 58 or comparable quality, with long cord (no cordless or radio mics) and removable head. One (1) adjustable single microphone straight stand with round metal base (no legs) plus four (4) wedge stage monitors evenly spaced across stage.
- D- No follow spots, Artist must be able to see at least first ten rows.
- E- Complete set of side wash and front stage lighting, uplighting on curtain, and option for colored mid stage lighting (red or blue preferred).
- F- One (1) black, backless barstool with no padding.
- G- Two (2) bottles of water at VOG position.
- H- One (1) Com headset to tie in with FOH, LD and house lighting, to be placed at VOG position for tour manager
- I- Artist requires one (1) digital clock on or off stage to tell set time.
- J- Artist requires light check to make sure audience can see him without a spotlight.

5. **BILLING**

- A- Where Artist is headlining, Artist shall receive 100% sole star billing in all advertising and publicity, including, but not limited to air time, newspaper and trade ads, flyers, posters, billboards, marquees, etc.
- B- Artist shall have the right of approval of all press and publicity in regard to this engagement.
- C- Artist shall have sole approval of opening act.

6. **FORCE MAJEURE**

- A- Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.
- ~~B- Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of act of God, fire, accident, riot, strike or any event or events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.~~

7. **INCLEMENT WEATHER**

- A- Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions.
- B- Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

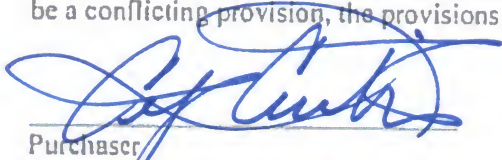
8. The specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement must be clearly printed on the face of the contract that this agreement is attached to.

9. If Purchaser charges more than the agreed upon ticket price stated on the face of this contract, or admits more patrons into room than agreed upon capacity the Artist will receive 100% of the difference between the contract price and amount of actual ticket charge and/or Artist will receive 100% of the difference the contracted capacity and the actual amount of guests admitted.
10. Purchaser shall not commit Artist to any personal appearances, interviews or any type of promotion without the prior written consent of Artist or Artist's management. There shall be no press parties or appearances before special group set up, without the express permission of the Artist.
11. No part, portion or segment of Artist's performance is to be reproduced, either through audio or visual means, without the express written permission of the Artist.
12. Artist shall have the sole right of approval of any and all acts and length of time of their performance, when he/she is the headliner. **There shall be no Guest spots without written approval from artist.**
13. ARTIST SHALL HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE TO CANCEL THE ENGAGEMENT IN THE EVENT ARTIST HAS BEEN RETAINED TO APPEAR IN ANY MOTION PICTURE, TELEVISION MOTION PICTURE, TELEVISION SERIES OR A SPECIAL.
14. Artist to receive up to twenty (20) complimentary tickets if requested.
15. Corporate identification/corporate sponsorship may not be displayed in any manner without prior written approval.
16. ~~ABSOLUTELY NO ADVERTISING UNTIL FULL 50% DEPOSIT IS PAID, WITHOUT PRIOR WRITTEN APPROVAL FROM ARTIST'S MANAGEMENT.~~
17. Purchaser must start advertising of this engagement no less than thirty (30) days prior to play date.
18. Artist will make his/her own airline arrangements and notify purchaser of arrival time for airline pick-up. ~~In the event that Purchaser is responsible for the purchasing and arrangement of airfare for Artist, all departure and arrival times must be cleared with either Artist, Artist's management, or Agent of record, no less than two (2) weeks prior to engagement.~~
19. ~~Purchaser will reimburse Artist upon arrival for first class round trip airfare costs in cash or cashier's check.~~
 - A. ~~Purchaser will provide and pay for limousine for Artist's use to and from airport and between hotel and venue.~~
 - B. ~~Purchaser shall insure proper backstage security and escort Artist from dressing room to show area.~~
 - C. ~~Unless stipulated to the contrary in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.~~

This rider together with the contract attached constitutes the entire agreement between the parties and shall not be amended, altered, canceled, or in any way changed except with

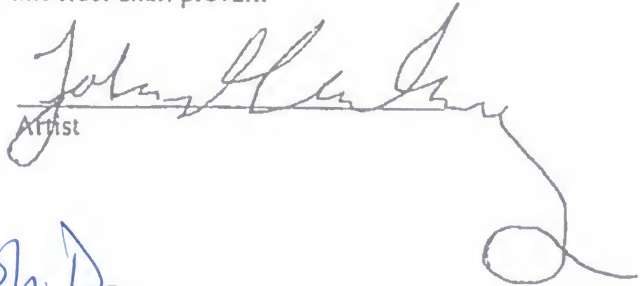
written consent of Artist. The Purchaser is apprised and fully understands that all provisions of this agreement and compliance with all the requirements set for herein are essential to the proper performance of Artist and that Artist shall have no obligations to perform and will not perform in the event all terms and conditions of this agreement are not adhered to. It is further understood that if Artist is ready to perform and does not because of Purchaser's breach, Artist shall be entitled to the full amount which would have been payable in the event of performance.

The provisions of this rider are supplementary to the basic contract and where there shall be a conflicting provision, the provisions of this rider shall prevail.



Purchaser

Ceequinn M. Curtis, MPA
Assistant Vice President
Division of Student Affairs



Artist

Shaydous Little Ph.D.
Vice President for Student Affairs